Registered No. M.—1175

The Mysore Gazette.

Vol. 64.] PUBLISHED BY AUTHORITY. [No. 42.

BANGALORE, THURSDAY, OCTOBER 24, 1929.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Notification dated 14th October 1929.

The undermentioned quantities of sawn timber will be sold by public auction under the following conditions at the following Timber Depot, Bangalore (behind Usmania Theatre), by the District Forest Officer, Bangalore District, on the date noted hereunder:—

Sl. No.	Name of place	Date of sale	Quantities of timber	Remarks
1	Government Timber Depot (behind Usmania Theatre.)	10th November 1929 (Sunday.)	Hunal, Mathi, Nandi ... 1,000 C.ft. Jungle wood chattams ... 20000 C.ft. Do reepers and Mathi creosoted timber ... ... 202 C.ft.	Quantity expected to be exposed for sale.

Hours of sale. 9 A.M. to 12 NOON.

N.B.—Rafters and reepers vary in lengths and girths from 8 to 12 ft. and 4″ x 2″ to 6″ x 3″, respectively.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Chief Conservator of Forests.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be, reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 30th June 1930. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the reasale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The Security Deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

B. N. IYENGAR,
District Forest Officer.

KOLAR DISTRICT.

Notification dated 18th October 1929.

Notice is hereby given under section 40 of the Mysore Forest Regulation that three Casuarina poles are found lying unclaimed as detailed below:—

Persons having any claim over a said poles may present a statement of their claim to the District Forest Officer, Kolar District, within a month from the date of publication of this notice in the *Mysore Gazette*, and establish their claims thereto, failing which the said poles will lapse to Government under section 42 of the said Regulation.

Kind	Dimensions	Where found	Kept in custody of	Remarks
Casuarina pole	12'—0" x 2'—10"	In the dry land (ಹೊಲ) of Thalari Muniven-kata of Banakana-halli, adjacent to "A" Block of Kasipur Plantation.	In the custody of Munisetti, Patel of Setti Banakanahalli, Mulbagal Taluk.	
Do ...	6'—9" x 1' 7"			
Do ...	16'—5" x 1 —2"			

M. A. VARADACHAR,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 15th October 1929.

It is hereby notified for general information that the right to cut and remove fuel trees in the undermentioned localities in Tumkur Range, in Tumkur District, for 1929-30, will be sold by public auction by the District Forest Officer, Tumkur, on 7th November 1929, at the District Forest Office, Tumkur.

The sale will commence at 12 noon precisely and will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests as the case may be.—

Range	Locality	Coupe and area	Approximate yield	Distance from the nearest Railway Station
Tumkur ...	Devarayadurga Forest	Gollaballi gutte coupe 500 acres.	800 tons ...	About 8 miles from Tumkur Railway Station.

N.B.—The contractor should make his own arrangements for the removal of fuel from the coupes and the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid, furnish a solvency certificate as under thangadi sale rules and deposit a sum of Rs. 50 as earnest money with the officer conducting the sale which will be returnable to him at the close of the sale if his bid is not accepted. The accepted bidder shall immediately after the close of the sale pay one-fourth sale amount less the deposit already paid, plus Local Railway and Education Cesses at the rate of 0-1-0, 0-0-3 and 0-0-6 per rupee on the full sale amount, failing which the right will be immediately resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may accrue by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the departmental will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. The District Forest Officer or such other Officer, conducting the sale, reserves to himself the power to accept or reject any bid without assigning any reason therefor.

6. The accepted bidder shall, within a week from the date of intimation regarding the confirmation of the sale, deposit a sum of Rs. 50 or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of the contract. He should also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below; failing which the amount already paid will be forfeited to

Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The coupes will be divided into sub-coupes of ten acres and work will proceed systematically in each sub-coupe before another is taken up.

The contractor should further bind himself to the following conditions:—

(*a*) That he shall fell and remove the fuel trees purchased by him before the 15th June 1930.

(*b*) That he shall make the fellings, of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs thorny growths that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the department as noted in clause (b) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes after 30th June 1930.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of any Forest Officer above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter, may after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

K. REVANNA,
District Forest Officer.

HASSAN DISTRICT.

SALE OF STANDING TIMBER.

Notification dated 8th October 1929.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned coupes in the following State Forests of the Hassan District for the year 1929-30, will be sold by public auction by the Range Forest Officer, on the date and place and subject to the conditions mentioned below :—

The sale will commence at 2 P.M., precisely, and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest	Name of working circle	Name of felling series	Kind of timber	Quantity in C. ft.	Place of sale	Date of sale	Distance from nearest Railway Station
Arsikere ..	Hirikalgudda State Forest.	Hirikal-gudda.	Kare F. S.	Jalari..	200 c. ft.	Arsikere T. B.	28th Oct. 1929	9 miles
	Manchenhalli, A. M. Kaval	..	..	Hulave	200	Manchenhalli, A. M. Kaval	28th do	13 do

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him

at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold kindvar for a lump-sum amount for the whole coupe.

5. Power is reserved to the Range Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.

(*a*) That he shall fell and remove the timber trees purchased by him before the 15th June 1930.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe.

(*c*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub, or growth reserved by the department is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after 30th June 1930.

(i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of the Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF FUEL TREES.

Notification dated 8th October 1929.

It is hereby notified for general information that the right to cut and remove casuarina trees in the undermentioned coupes in the following State Forests of the Hassan District for the year 1929-30, will be sold by public auction by the Range Forest Officer, Hassan, on the date and places and subject to the conditions mentioned below :—

The sale will commence at 10 A.M. precisely, on each and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest or plantation	No. of trees or poles (Casuarina trees)	Place of sale	Date of sale	Distance from nearest Railway Station	Remarks
Hassan ..	Agrahara ..	64	Agrahara ..	27th October 1929 ..	9 miles	
	Gubbi ..	15	Gubbi ..	29th do ..	9 do	
	Hongere ..	20	Hongere ..	28th do ..	8 do	
	Byaba ..	50	Byaba ..	31st do ..	12 do	

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake may responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 10 (rupees ten) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the Range Forest Officer conducting the sale to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the fuel trees purchased by him before the 15th June 1930.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths and that are coming up within a radius of six feet from sandal trees and saplings

(*c*) That each consignment of fuel shall be covered by a possport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the department as noted in clause (*b*) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes, after the 30th June 1930.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof if so forfeited, it shall be immediately made good by the contractor.

MAHOMED PIR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Notification dated 27th September 1929.

The attention of the public is invited to the notification dated the 27th September 1929, regarding sale of timber and sawn materials in the Depots of Shimoga published on pages 1154 and 1155 of Part VI of the *Mysore Gazette*, dated the 17th October 1929.

P. KRISHNASWAMI RAO,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 8th October 1929.

Sealed tenders will be received by the District Forest Officer, Chitaldrug District, upto 2 P.M., on the 9th November 1929, for the right of cutting and removing fuel trees in the undermentioned coupes of the State Forests of Chitaldrug District for the year 1929-30.

Name of Range	Name of ft.	Name of W. C.	Coupe No.	Area in acres	Distance from nearest Railway Station
Molakalmuru ..	Hireadavi ..	Devaragudda ..	23	107	8 Miles from Rayadurga Ry. Hd.
	Do ..	Do ..	Old coupes	107	
	Konsagara ..	Konsagara ..	12	95	
	Sanjivarayanakote ..	Sanjivarayankote ..	23	95	13 Miles from Bellari Ry. Hd.
	Do ..	Chinovalgudda ..	23	103	
		Do ..	Old coupes	103	
Chitaldrug ..	Jogimatti ..	Kakkeharavu ..	16	85	
		Kallehadlu ..	17	85	Within a distance of 8 to 20 miles. to Ry. Head at Chitaldrug.
		Chiksiddavanhalli ..	17	85	
		Yerehalli ..	17	106	
		Kurumaradi ..	16	105	
		Uppunaikanhalli ..	17	85	
	Rangainadurga ..	Magadi ..	23	48	
		Talavarakariyapanahalli.	23	64	25 to 30 miles from Davangere and 6 to 12 miles from Jagalur.
		Rakshakalgudda ..	23	117	
		Tarehalli ..	23	117	
		Sriramanabande ..	23	117	
		Rangainadurga ..	23	117	

N.B.—Tenders for old coupes of the above forests will also be received. Particulars of arrear coupes of these forests available for exploitation are noted below and also may be had from the concerned Range Officers.

Forest	W. C.	Coupes
Hire Adavi	Devargudda	IX to XI and XII
Sanjivarayanakote ...	Sanjivarayanakote ...	I to XVI and XXI
Do	Chinavalgudda	II to XXI
Rangainadurga	Gurusiddapura	II, III and XXIII
	Talavarkariyapanhalli ...	III and IV
	Rangainadurga	I and III
	Sriramanbande ...	III and IV
	Tarehalli	IV and VI
Jogimatti		

2. Each Tender should be superscribed "Tender for cutting and removing fuel trees in coupes of Range" and the same should be accompanied by a deposit of Rs. 50 (fifty) in currency notes for each coupe. The rate to be quoted be per acre, in each coupe or a lump sum amount for the whole coupe may be given. Each tender should furnish a solvency certificate from the Amildar of the Taluk in which he resides.

3. The District Forest Officer will be at liberty to accept or reject the lowest, or any tender without assigning any reason therefor. The accepted tenders are subject to the sanction of the Conservator of Forests, Shimoga.

4. Within a week from the date of intimation of the acceptance of the tender, the successful tenderer shall pay the balance of full sale amount at the accepted rates together with Local, Railway and Education cesses at two annas in the rupee. The lessee shall further deposit a sum of Rs. 50 (fifty) or 25 percent of the sale amount, whichever is less for each coupe as security towards the due fulfilment of his contract and shall execute an agreement on a stamped paper of proper value accepting the sale terms failing which, the amount deposited or the whole amount paid already shall be forfeited to Government and the right resold at the risk of the original purchaser.

5. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving of any liability under the contract.

6. The earnest deposit of the unsuccessful tenderers will be returned.

7. Felling must be completed by the end of December 1929 and removal by the end of January 1930. For other conditions and particulars of sale, please see detailed notification published on page 756 and 757, Part VI of the *Mysore Gazette*, dated 25th July 1929.

M. V. NARASIMHAIYA,
District Forest Officer.